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ABSTRACT

This agreement between the Genesee Community College Board of Trustees and the Genesee Community College Education Association covers the period August 16, 1971 to August 15, 1973. Articles of the agreement include recognition, board of trustee rights, faculty and education association rights; membership, fees and payroll deductions; academic freedom; human relations; negotiation procedures; compensation and expenses; faculty contracts, security of employment, resignation and staff reduction; conditions of employment; vacancies and transfers; sick and emergency leave; leaves of absence; terminal leave; insurance protection; protection of faculty members; discipline of faculty members; grievance procedure; miscellaneous provisions; and duration. Appendices includes staff members excluded from the bargaining unit; salary schedules, coaching differentials, calendars, and administrative. (MJM)

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Genesee Community College
Michigan NEA
2 years

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genesee community college faculty master contract 8-16-71 to 8-15-73

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F A C U L T Y

M A S T E R C O N T R A C T

August 16, 1971, to August 15, 1973

An Agreement Between the Genesee Community College Board of Trustees and the Genesee Community College Education Association.

AGREEMENT BETWEEN

BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

AND

GENESEE COMMUNITY COLLEGE

EDUCATION ASSOCIATION

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AGREEMENT BETWEEN

THE GENESEE COMMUNITY COLLEGE BOARD OF TRUSTEES

AND THE

GENESEE COMMUNITY COLLEGE

EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 10 th day of September, 1971, by and between the Genesee Community College Board of Trustees, hereinafter sometimes called the "Board," and the GENESEE COMMUNITY COLLEGE EDUCATION ASSOCIATION, hereinafter sometimes called the "GCCEA,"

WITNESSETH:

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to hours, wages, terms and conditions of employment of Board personnel being fully described in Article I hereof,

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I.

Recognition

A. Bargaining Unit. The Board recognizes the Genesee Community College Education Association as the exclusive bargaining agent for all full and part-time professional personnel, now or hereafter employed at the College or on leave, included in the bargaining unit described as: all teaching faculty, counselors, area coordinators, health counselors, and related trade and technical instructors.

Excluded from the bargaining unit are those positions listed in Appendix A.

1. The term "faculty" when used hereinafter in this agreement shall refer to all professional employees represented by the GCCEA in the bargaining unit as above defined, unless otherwise indicated.

2. The term "Board" and "GCCEA" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "GCCEA" as such, each reserves the right to act hereunder by committee or designated representative.

3. The term "College" shall refer to Genesee Community College.

ARTICLE II.

Board of Trustees Rights

The Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

ARTICLE III.

Faculty and GCCEA Rights

A. The faculty members and the GCCEA, as the exclusive bargaining representative of the faculty members, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

B. The GCCEA and its members shall have the right to use college building facilities for business meetings when such facilities are not otherwise in use. Use for other than business meetings shall be in accordance with the Board's rental rules applicable to restricted membership organizations.

C. GCCEA officers or designees shall have the right to use college equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (i) that no such equipment shall be removed from the College, and (ii) the equipment is not otherwise in use, and (iii) that permission to use such equipment is requested from the person having charge thereof. The GCCEA shall provide all materials and supplies and shall be responsible for all damages resulting from such use.

D. The GCCEA shall be given access to faculty members' mail boxes for the distribution of informational material, and the GCCEA and its members shall be permitted to use the bulletin board in each division to post notices of its activities and matters of GCCEA concern, provided that all mailings and postings are identified with the author's or organization's name. No faculty member shall be prevented from wearing insignia, pins or other identification of membership in the GCCEA so long as the insignia, pins or identification do not disrupt the educational process.

E. The Board agrees to furnish to the GCCEA in response to requests from time to time all available information concerning the financial resources of the district, adopted budgets, Board minutes, and such other information as it may reasonably require, together with such information as may be necessary for the GCCEA to conduct its legitimate business. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.

Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the GCCEA of that fact prior to reaching a final decision with respect thereto and will give the GCCEA the opportunity to meet with either the financial committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.

F. The provisions of this agreement shall be applied in a manner which is not capricious or discriminatory and without regard to race, creed, religion, color, national origin, age (except as otherwise provided in Paragraph F of Article IX.), sex, or marital status.

G. Membership in the GCCEA shall be open to all faculty regardless of race, creed, religion, color, national origin, age, sex, or marital status. The GCCEA agrees to represent equally all faculty members without regard to membership or participation in, or association with the activities of, the GCCEA or any other faculty organization.

H. Each faculty member shall have the right to review and challenge that part of the contents of his personnel file that has been developed concerning his employment by the Board. A representative of the GCCEA may be requested to accompany the faculty member in such a review. Confidential credentials (and related personal references) normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

I. The President, the Vice President and the Representative Assembly Delegate shall each be released from classes for up to five (5) days per school year for the purpose of attending state or national level meetings. There shall be no deduction from salaries, provided that the GCCEA shall pay for the cost of any necessary substitutes. No released time shall be granted unless the GCCEA notifies the Office of the Vice President in writing at least three (3) days in advance of the proposed absence.

J. Three (3) contact hours per week shall be granted as released time for the faculty co-chairman, and one (1) contact hour per week for the secretary of the CPSC, provided a faculty member may elect to serve on an overload basis. Three (3) contact hours per week shall be granted as released time for the President of the GCCEA, provided that the GCCEA shall bear the cost of his replacement(s) on a part-time or overload basis.

K. The Board shall supply the GCCEA with suitable office space.

ARTICLE IV.

Membership, Fees and Payroll Deductions

A. All faculty members in the bargaining unit except those who teach less than three-fifths time, as defined in Paragraph A(3) of Article X shall, as a condition of continued employment by the Board:

1. Maintain membership in the GCCEA, or

2. Pay, as a representation fee, an amount equal to the membership dues of the GCCEA (which dues shall include the dues of the Michigan Education Association and the National Education Association).

B. Each faculty member teaching less than three-fifths time, except Civil Service and Building Trades personnel, shall either

1. Maintain membership in the GCCEA or

2. Pay, as a representation fee, ten dollars per weekly contact hour or one-half of an amount equal to the membership dues of the GCCEA (defined in Section A-2 above), whichever is less.

3. Pay one-half the local GCCEA dues for each semester of employment, provided that he is already a member of the MEA and the NEA.

C. Any faculty member now employed by the Board who is not a member of the GCCEA and any faculty member hereafter employed by the Board, shall within thirty (30) days from the execution of this Agreement, or within thirty (30) days from the date of employment, or within thirty (30) days after the indemnity hereinafter mentioned is received and approved by the Board, whichever date is later in point of time, make application for membership in the GCCEA (which shall include membership in the Michigan Education Association and National Education Association) or pay said representation fee if membership is not desired.

D. Any such faculty member may sign and deliver to the Board an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between June 1 and September 1 of any year.

E. Upon presentation of the assignment to the business office of the Board, deductions shall be made for dues or representation fees in ten (10) equal installments beginning in September and continuing through May with two (2) deductions to be made in May, except that,

1. Deductions for faculty members employed after the opening of college or after this Article becomes operative shall be computed according to the following formula:

   Total fee divided by ten (10), multiplied by the number of deductions remaining in the school year after the date of employment or after this Article becomes operative, whichever is the later date in point of time.

2. The sums computed under Paragraph 1 of this Section E shall be deducted in equal installments beginning the first full month following the month this Article becomes operative or the first full month following employment, whichever shall be applicable.

3. Any dues or fees erroneously deducted by the Board and transmitted to the GCCEA or the Michigan Education Association shall be refunded to the Board or the faculty member on demand.

4. If a faculty member, after all authorized or mandatory deductions or garnishments shall not have sufficient funds due to him to provide for the payment of said dues or representation fee, no sum shall be deducted, and the GCCEA shall assume the duty of direct collection from the faculty member. The GCCEA shall assume the same responsibility in all cases where no deductions have been made because a faculty member's earnings are insufficient during any pay period to pay such dues or representation fee.

F. In the event that a faculty member fails to pay the membership dues or representation fee, the Board shall cause the termination of the employment of said faculty member as of the end of the school year in which said failure occurs. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this Article shall constitute reasonable and just cause for discharge.

   1. The procedure in all cases of discharge for violation of this Article shall be as follows:

      a. The GCCEA shall notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

      b. If the faculty member fails to comply, the GCCEA shall file charges in writing, with the Board, and shall request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charges.

c. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said faculty member is protected by the provisions of this contract, all proceedings shall be in accordance with such provisions. In the event of compliance at any time prior to discharge, charges may be withdrawn.

G. The Board of Trustees shall furnish the GCCEA with the name and address of any newly hired faculty member whose position is included in the bargaining unit within two (2) weeks after the date of employment. The GCCEA shall from time to time promptly deliver to the Board an alphabetical list of all members of the GCCEA in good standing.

H. The GCCEA shall furnish the Board a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the Board pursuant to authorization of the faculty members, whether for membership dues or representation fees, the Board agrees within fifteen (15) days after the end of the month in which deductions are made to remit to the GCCEA that portion allocated to the GCCEA and to remit the balance to the Michigan Education Association, at 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, accompanied by the alphabetical list of faculty members for whom such deductions have been made.

I. This Article shall not become operative until the GCCEA and the Michigan Education Association execute and deliver to the Board an agreement under which the GCCEA and the Michigan Education Association jointly and severally agree to save the Board harmless from and idemnify the Board against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Paragraph E(4) and Paragraph F of this Article, and the defense of actions taken against the Board before any court or administrative agency.

ARTICLE V.

Academic Freedom

The faculty member is a citizen, a member of a learned profession and a representative of an educational institution. His special position in the community imposes special obligations in the judicious use of his freedoms. He shall remember that the public may judge his profession and his institution by his utterances. Hence, he will at all times try to be accurate, shall exercise appropriate restraint, and shall show respect for the opinions of others as he exercises the following freedoms:

A. Each faculty member shall have full rights of citizenship to act, speak, or write as a citizen or in his professional pursuit of research activities free from institutional approval, censorship, or discipline.

B. Each faculty member shall have full rights of citizenship to participate or not to participate in religious and political activities free from institutional censorship or discipline.

C. Each faculty member shall be entitled to freedom of discussion both within the classroom and in reports of research activities on all matters which are within his area of competence.

D. Whenever any monitoring or monitoring device is used, the faculty member shall inform the student or students involved. There shall be no monitoring or monitoring devices, or any type of communications device (e.g. tape recorder) in presence or use in the classroom or office without prior consent of the faculty member involved.

E. The faculty member shall be responsible for the evaluation of all students assigned to his classes. The grades given by any member of the faculty may not be changed without his consent except that in the event of extended unavailability of a faculty member, or in the event a court orders or recommends a review or change of grade, the following procedure shall apply:

    1. Within a total time span of ten (10) working days, the division chairman shall convene a panel of five (5) faculty members, selected by the division faculty, to review any request for a grade change and collectively issue a grade. The division chairman shall serve ex-officio as chairman of the panel, record the official results of the panel's deliberations, and notify the appropriate parties of the panel's decision.

F. All examinations, supplementary materials, lecture notes, and other materials composed by the faculty member are his property. When given as a regular part of course requirements, a copy of a final examination, and class record books, shall be kept on file by the faculty member for a period of one (1) year. Such examinations and class record books may be requested to document questioned grades. Such documentation shall be made by the faculty member. In addition, it is clearly the responsibility of an instructor to inform his division chairman of the existence of an "I" grade and provide him with a detailed explanation of the work required for its removal either prior to (a) leaving the campus for the summer, or (b) terminating his employment.

G. After the first week of classes of each semester, no student will be added to a class without written permission from the instructor.

ARTICLE VI.

Human Relations

A. Whereas, the Board and GCCEA are mutually committed to the human rights and dignities of all and to policies and programs of racial integration and desegregation as being necessary to good government, good education, and good management; and

Whereas, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all students with no exclusion from any program on the basis of race, religion, creed, or social status:

1. The GCCEA agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, religion, or national origin, and to represent fairly all faculty members subject to the terms of this Agreement.

2. The Board agrees to continue its policy of not discriminating against any faculty member on the basis of race, creed, color, religion, national origin, or sex in hiring, placement, and assignment of personnel covered under terms of this Agreement.

3. The Board shall make all reasonable efforts to recruit minority group members for employment in the College.

B. To implement this effort the Board will adopt the following procedures:

1. The Board shall regularly communicate with institutions training substantial numbers of minority group members for the teaching profession.

2. Campus visits for the purpose of recruiting will be scheduled when it would appear that such visitations will result in successful recruiting. Such visitations may be cancelled when there is an insufficient number of teaching candidates who have scheduled interviews.

3. The parties recognize that faculty members shall be an integral part of the recruiting effort. Faculty members shall participate in recruiting trips when practicable. Faculty members participating in recruiting trips shall be selected by the Office of the Vice President. The Office of the Vice President shall give the GCCEA the names of faculty members selected.

4. Recommendation of potential teaching candidates by community leaders and community organizations will be given careful consideration.

ARTICLE VII.

Negotiation Procedures

A. Not later than February 15 of the calendar year in which this Agreement expires, the Board agrees to begin negotiations with the GCCEA concerning a successor agreement, in accordance with the procedures set forth herein. Any agreement so negotiated shall apply to all faculty members and shall be reduced to writing and signed by the Board and the GCCEA provided, however, that if agreement as to the college calendar is not reached by March 1, the college may proceed with the steps necessary to publish a tentative calendar.

B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the college district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the GCCEA.

C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. When it is mutually agreed that negotiations referred to in Paragraph A between the GCCEA and the Board shall take place during the school day, any faculty member so engaged shall be released from regular duties without loss of salary.

E. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE VIII.

Compensation and Expenses

A. The salaries of faculty members employed to teach in the college for the academic years 1971-72 and 1972-73, and the rules governing the placement of such faculty members on such salary schedules are set forth in Appendix B.

B.

1. Salary differentials shall be paid for the academic years 1971-1972 and 1972-1973, as set forth in Appendix C; provided, however, that the Board reserves the right to eliminate any position paying a salary differential or to add positions to the said list as may be determined after negotiations between the Board and the GCCEA. Provided, further that positions carrying salary differentials shall be considered extra duty for extra pay and no continuing contract shall be granted for such positions.

2. Salary differentials payable from funds other than State and local taxes are not included in Appendix C. All such differentials are subject to change or termination at any time such funds are not available for this purpose.

C. All adjustments to salary as a result of additional training shall be effective at the beginning of the payroll period succeeding the date that a certificate that such training has been successfully completed is received by the Office of the Vice President. It shall be the responsibility of the faculty member to obtain such a certificate and deliver or cause such certificate to be delivered to the Office of the Vice President.

D. The granting of training increments shall be governed by the following procedure:

1. Training increment credit shall be given for graduate hours over ten (10) years old only if:

   a. The graduate credit hours are recorded in the Office of the Vice President by the end of the tenth year after such credit is earned, or

   b. The graduate training hours (over 10 years old) are included in an acceptable degree program.

2. Training increment credit (beyond a Bachelor's degree) must be graduate credit earned subsequent to admission to an accredited graduate school unless the institution states, in writing, that such credit is transferable as legitimate graduate credit.

3. Training increments shall not be given for any graduate courses in which a grade of B- or less is earned if:

   a. Such credit is found to lower the grade point average to less than a B on any given transcript.

   b. It is a single course from any university.

   c. If either a or b above applies, the faculty member must obtain a letter in which the institution granting the credit states in writing that such credit is transferable as legitimate graduate credit.

4. An "Approval" form to be provided by the Board shall be on file in the Office of the Vice President before training increment credit will be allowed.

5. The granting of training increments for graduate courses may be challenged by the appropriate Dean solely on the grounds of inadequate relevance to the faculty member's professional functions. In the event of such challenge, the Sabbatical Review Board shall be convened to rule upon the relevance of the work in question, provided that a majority vote of the total membership of the Review Board shall be required to deny a training increment, and further provided that neither the Dean making the challenge nor the faculty member being challenged shall serve on the Review Board during this procedure. The decision of the Review Board shall be final and shall not be subject to the Grievance Procedure.

E. Any faculty member who is not given a car allowance and who is authorized to use his own automobile in pursuance of assigned school duties shall be reimbursed at the rate of 12¢ per mile. Requests for mileage reimbursement shall be made on appropriate forms (Appendix J).

F. Substitute faculty members shall be provided at Board expense whenever necessary for a faculty member conducting a field trip with students.

G. All faculty members holding 39 week contracts may elect to receive their yearly pay in 20 installments or 26 installments.

   1. All faculty members wishing to receive their annual pay in 26 installments must elect this method of payment. Faculty members coming to Genesee Community College for the first time must make such election at the time of signing their contract. All other faculty members must notify the Office of the Vice President of their desire to be paid in 26 installments on or before the first day of class of the fall semester. The election, once made, shall be irrevocable for the fiscal year. If no election is made, the faculty member shall be paid in 20 installments.

   2. All voluntary deductions such as insurance premiums, charitable contributions, and sums due to the credit union shall be deducted

from the first 20 installments due to the faculty member regardless of the number of salary installments. All statutory deductions such as retirement, FICA and federal, state, and city income tax deductions shall be made from each pay installment regardless of the number of installments.

3. All pay checks falling due after the close of the College for the summer vacation shall be mailed to the last address of the faculty member shown on his personnel records unless the faculty member shall give other directions to the Office of the Vice President. Forms for recording faculty members' summer addresses will be available prior to the end of the academic year.

ARTICLE IX.

Faculty Contracts, Security of Employment, Resignation and Staff Reduction

A. Probation and Contracts

1. Probation. During their first three (3) academic years at the College, all full-time faculty members in the bargaining unit shall be deemed on probation (See Appendix F-1 for probationary contract), provided that credit for not less than one (1) year of probationary service shall be given for teaching and counseling at other accredited universities, colleges or junior colleges. Any full-time faculty member who has left or leaves his employment at the College may be required by the Board to serve one (1) year of probation upon re-employment. No credit toward probationary service shall be given for service in kindergarten through twelfth grade.

2. The term of the basic yearly contract for full-time faculty members shall be thirty-nine (39) weeks with supplementary contracts (Appendix F-4) for extended periods as determined by the Board.

3. Continuing Contracts. After satisfactory completion of probationary service, the following full-time faculty members shall be granted continuing contracts (Appendix F-2) with full right to hearing and appeal as provided in Paragraph C of this Article.

   a. Any faculty member of vocational and technical subjects, regardless of degree held, and

   b. Any other full-time faculty member who now or hereafter holds a master's degree in the field which he is assigned to teach or counsel; provided that any full-time faculty member who obtains his master's degree after September 1, 1969 shall be given a continuing contract if he is assigned to teach in the field of his master's degree, beginning with the academic year following the academic year in which he secures his degree.

4. Contracts from Year to Year. Any full time faculty member without a master's degree, other than vocational and technical instructors, shall be given a contract (Appendix F-3) for the basic term (39 weeks), subject to renewal at the will of the Board, provided that if any such faculty member whose services are otherwise satisfactory shall take training sufficient to indicate that he will obtain a master's degree within three (3) successive academic years, his contract shall be renewed in each of said three (3) years. Any faculty member taking work toward his master's degree as herein provided shall be entitled to a hearing and appeal as provided in Paragraph C of this Article, including sub-paragraph 3h of Paragraph C of this Article.

B. Discontinuance of Probationary Faculty Member's Services

1. At least sixty (60) days before the close of each academic year, the Board shall provide the probationary faculty member with a definite written statement as to whether or not his work has been satisfactory, provided that failure to submit a written statement shall be considered as conclusive evidence that the faculty member's work is satisfactory, and provided further that any probationary faculty member shall be employed for the ensuing year unless notified at least sixty (60) days before the close of the academic year that his services will be discontinued.

2. Any probationary faculty member whose services are discontinued because his services are deemed unsatisfactory or whose services are discontinued for other cause may process his dismissal through the first four levels of the grievance procedure only, and the Board may not waive the hearing at the fourth level. Any hearing held before the Board of Trustees at the fourth level of the grievance procedure shall be conducted in accordance with the provisions of Paragraph C (3) a, b, c, and g.

C. Discharge, Demotion or Retirement of Faculty Member on Continuing Contract

Discharge or demotion of a faculty member on continuing contract may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are herein provided, to wit:

1. All charges against a faculty member shall be in writing, signed by the person making the same and filed with the Secretary, Clerk, or other designated officer of the Board, provided that charges concerning the character of professional service shall be filed at least sixty (60) days before the close of the academic year. The Board, if it decides to proceed upon such charges, shall furnish the faculty member with a written statement of the charges, and shall, at the option of the faculty member, provide for a hearing to take place not less than thirty (30) days nor more than forty-five (45) days after the filing of such charges.

2. On the filing of charges in accordance with the preceding Paragraph, the Board may suspend the accused faculty member from active performance of duty until a decision is rendered by the Board, but the faculty member's salary shall continue during such suspension, provided that, if the decision of the controlling Board is appealed and the arbitrator reverses the decision of the Board, the faculty member shall be entitled to all salary lost as the result of such suspension.

3. The hearing shall be conducted in accordance with the following provisions:

   a. The hearing shall be public or private at the option of the faculty member affected.

b. No action shall be taken resulting in the demotion or dismissal of a faculty member on continuing contract except by majority vote of the members of the Board.

c. Both the Board and the person filing charges may be represented by counsel.

d. Testimony at the hearing shall be taken on oath or affirmation.

e. The Board shall employ a stenographer who shall make a full record of the proceedings at such hearing and who shall, within ten (10) days after the conclusion thereof, furnish the Board and the faculty member affected thereby with a copy of the transcript of such record which shall be certified to be complete and correct.

f. Any hearing held for the dismissal or demotion of a faculty member on continuing contract must be concluded by a decision in writing, within fifteen (15) days after the termination of the hearing. A copy of such decision shall be furnished the faculty member affected within five (5) days after the decision is rendered.

g. Both the Board and the faculty member may call witnesses and offer competent and relevant testimony and documentary evidence at the hearing.

h. Any faculty member on continuing contract shall have the right to appeal any decision of the Board under this Paragraph C within thirty (30) days from the date of the Board's decision to an arbitrator. The arbitrator shall be selected in the manner set forth in Article XVIII, Paragraph D 5 of this Agreement. The expense and fees of the arbitrator shall be borne equally by the GCCEA and the Board. Notice of hearing before the arbitrator and the conduct of such hearing shall be as provided in Paragraph C of this Article to the extent that said Paragraph is applicable.

D. Staff Reduction

The Board may, upon giving ninety (90) days written notice prior to the end of the academic year, without hearing, terminate the services of any faculty member because of necessary reduction in personnel, provided there is consultation with the GCCEA prior to the decision to make any such reductions, and provided that the reductions shall be accomplished according to the following provisions:

1. The Board shall determine the areas in which reductions shall be made and such reductions shall then be accomplished in the following order: part-time faculty, probationary faculty, year-to-year contract faculty, and lastly continuing contract faculty members. Retention of full-time faculty members shall be determined by using the criteria of seniority in the institution, in the division, and in specified areas within the division (not necessarily in that order of priority).

2. Released faculty members shall be placed on leave of absence with no obligation to rehire after the expiration of three (3) years. Each faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement on leave of absence for a vacancy for which he is qualified.

3. The Board shall notify qualified faculty members on leave of absence of subsequent vacancies by certified mail to the last address registered by the faculty member at the Vice President's office. No new appointments, except on a temporary basis, shall be made within thirty (30) days from the mailing of such notification. No appointment of new faculty members shall be made until all those on leave of absence qualified for the vacancy have been given an oppdrtunity to be re-employed. If a faculty member does not return to work at the specified time the Board shall have no further employment obligation to him, except that when a faculty member who has given notice of his intent to return is prevented from so doing due to illness or other emergencies, his leave shall be extended for a period not to exceed one (1) year.

4. Upon return such faculty member shall retain all credits toward sabbatical leave, sick and emergency leave and experience credits for salary purposes, but shall not accrue any such credits for sabbatical leave and sick and emergency leave and experience for salary purposes during lay off, provided that college or university teaching and counseling experience gained during lay off shall be evaluated for salary purposes upon re-employment.

E. Resignation

No faculty member shall discontinue his services with the Board except by mutual consent without giving a written notice to said Board at least sixty (60) days prior to the end of the academic year.

F. Retirement

Nothing herein shall be construed as preventing the Board from establishing a reasonable policy for retirement to apply to all faculty members who are eligible for retirement under Act 184 of the Public Acts of 1937 as amended.

ARTICLE X.

Conditions of Employment

A. Basic Load--Full-Time Teaching Faculty

1. The parties recognize that teaching loads described in terms of contact hours per week per semester vary from Division to Division in the College. Therefore, the actual number of contact hours within each Division will be determined by instructors within each individual Division with the advice of the Division Chairman and the approval of the President.

2. The regular and standard teaching load of a full-time faculty member shall be 12 to 16 contact hours per week in accordance with divisional practices existing in the 1968-69 academic year, except:

   a. Faculty members teaching in the Dental Hygiene Program at the College shall have a teaching load not to exceed 18 contact hours; clinical instructors shall not exceed 24 contact hours.

   b. Practical nursing clinical instructors shall have a teaching load not to exceed 25.5 contact hours.

   c. Faculty members whose responsibility is in the aviation program shall have a work load consistent with the work load and procedures established in the 1968-69 Agreement.

   d. Fine arts faculty members whose major duties involve art studio or music studio courses and reading instructors shall have a teaching load not to exceed 18 contact hours per week per semester.

3. A half-time teaching load is defined as one-half the contact hours needed for a full-time load in the subject area or discipline within the division. A three-fifths-time teaching load is defined as three-fifths the contact hours needed for a full-time load in the subject area or discipline within the division.

4. In no event shall a faculty member be paid for extra duties under this Article unless his yearly teaching load shall exceed the yearly divisional requirements.

5. A faculty member shall not be assigned more than two course preparations unless more are needed to carry a full load. For those courses not under team teaching, having several parts, such as quiz, laboratory and lecture, one faculty member shall be assigned to the various parts for the students registered for the lecture portion of the course, whenever feasible.

6. Faculty members shall maintain at least six office hours per week for student consultations. Consultation hours shall be posted on the faculty members' office doors and shall be filed with their division chairmen and in the Vice President's office.

7. A contact hour is defined as a fifty (50) minute period of the faculty member's time spent in his regularly assigned instructional load.

8. The number of advisees assigned to each faculty member shall not exceed twenty-five (25) during any semester or summer session.

B. Part-Time Faculty Members

1. Any part-time faculty member teaching a one-half load or more (as defined in A above) shall be paid on the salary schedule, set forth in Appendix B, in proportion to the number of contact hours taught and shall share in other professional duties as such duties pertain to preparation of lecture materials, laboratory preparations, and the holding of office hours.

2. Any part-time faculty member teaching less than one-half load shall be paid at the rate of Ten Dollars ($10.00) per contact hour and shall share in the professional duties as they pertain to the preparation of lecture materials, laboratory preparations and the holding of office hours.

3. Effective the second semester of the 1971-72 academic year, any part-time faculty member teaching a three-fifths load or more (as defined in A above) shall be paid on the salary schedule set forth in Appendix B in proportion to the number of contact hours taught and shall share in other professional duties as such duties pertain to preparation of lecture materials, laboratory preparations, and the holding of office hours.

4. Effective the second semester of the 1971-72 academic year, the pay rate for instructors teaching less than a three-fifths load shall be one hundred and ninety dollars ($190.00) per weekly contact hour per semester. For the 1972-73 academic year, this rate shall be two hundred dollars ($200.00) per weekly contact hour per semester.

C. Counselors' Work Load

Counselors shall have a work load of thirty-five (35) hours per week to be assigned in accordance with divisional practices existing in 1968-69.

D. Registration

1. Faculty members shall not be required to work more than four consecutive hours Late Registration Day during the Fall and Spring semesters.

2. Counselors shall not be required to work more than a regular work day Late Registration Day(s).

3. Faculty members shall not be required to do clerical work Late Registration Day(s).

4. Faculty members shall not be required to work Late Registration Day(s) for summer session classes.

E. Substitution by Faculty Members

1. Faculty members who are requested and agree to substitute shall be paid at the rate of Ten Dollars ($10.00) per contact hour.

2. Effective the second semester of the 1971-72 academic year, the pay rate shall be eleven dollars ($11.00) per contact hour. For the 1972-73 academic year, the pay rate shall be twelve dollars ($12.00) per contact hour.

F. Summer Assignments

1. Any full-time faculty member assigned to teach in summer session shall be paid at 95 percent of his weekly rate during the summer session. The weekly rate shall be determined by dividing the faculty member's contractual salary for the preceding academic year by the number of weeks of service required by such contract. The faculty member is committed to hold office hours and to assume all regular academic year responsibilities during the summer session.

2. The full-time teaching load shall be the same as that specified in Paragraph A (inclusive). Pay for a partial load shall be prorated on the basis of the full-time teaching load.

3. No full-time faculty member shall be required to accept a summer assignment. However, any full-time faculty member desiring such assignment shall be given priority over a substitute, and/or part-time faculty members.

4. Summer session courses are those courses offered after the close of the second semester of any academic year and before the beginning of the first semester of the next academic year.

5. Any sequential courses or courses without multiple sections which have eight (8) students or more by the end of late registration shall be held.

G. Overloads

1. No probationary instructor shall be allowed to teach an overload course except in a course he has previously taught at the College.

2. No faculty member shall be required to carry an overload during any semester or summer session.

3. Courses remaining without instructors after full-time loads have been assigned shall be first made available to qualified full-time faculty members within the division on an overload basis.

4. Any full-time instructor assigned to teach an overload course shall be paid at the rate of Ten Dollars ($10.00) per contact hour. Effective the second semester of the 1971-72 academic year, the pr[illegible]te shall be One Hundred and Ninety dollars ($190.00) p[illegible]ly contact hour per semester. For the 1972-73 academic year, [illegible] rate shall be Two Hundred dollars ($200.00) per weekly conta[illegible]t hour per semester.

H. Academic Calendar and Assignment of Classes

1. The calendars for the 1971-72 and 1972-73 academic years and summer sessions have been developed cooperatively by the Board and the GCCEA and are hereto attached as Appendix D. The academic year is defined as that period of time specified in the College Calendar (Appendices D 1 & 2) running from the beginning of the fall semester to the end of the spring semester.

2. Whenever feasible, a faculty member's classes shall be assigned within eight (8) consecutive hours and with a twelve (12) hour span between the end of the last assignment of the day and the beginning of the first assignment the next day.

3. Full-time faculty members shall not be required to have classes beginning after 4:00 o'clock P.M. more than one semester in each academic year, and then no more than two (2) nights each week, unless it is necessary to make a full load. A faculty member may elect to exceed this limit.

4. With due consideration for the welfare and convenience of his students, an instructor may, for educational purposes, change the meeting place of a class session to a different on-campus location, provided that he gives prior notification to his Division Chairman.

I. Extension Classes

1. Assignment of faculty members to extension classes shall be on a voluntary basis.

2. The faculty member shall be reimbursed mileage at the established rate per mile for travel between the main campus and the extension center.

J. Faculty Meetings

1. A faculty member has the responsibility of attending all regularly scheduled faculty meetings, college and divisional. Every effort shall be made to hold such meetings at hours when classes are not scheduled.

2. Except in cases of emergency, the agenda for general faculty meetings shall be published forty-eight (48) hours in advance.

3. If the administration calls an emergency meeting of the general faculty, a faculty member may cancel all classes which conflict with the hour(s) of the meeting.

K. College Activities

Faculty attendance at all college activities shall be voluntary except at Commencement. Not more than 50 percent of the faculty shall be required to attend. Academic regalia shall be provided by the Board for faculty members required to wear them.

L. Teaching Facilities

1. The Board shall continue to provide faculty members office space and the equipment such as a desk, chair, visitor's chair, file cabinet and bookcase needed for effective instructional preparation and function.

2. The Board shall continue to provide faculty parking space whenever possible.

3. The Board shall continue to provide clerical services to the faculty for teaching purposes.

M. Faculty Governance

1. College Professional Study Committee

a. There is hereby established at the College a permanent "College Professional Study Committee" (CPSC) composed of nine (9) members, four (4) of whom shall be appointed by the Board and five (5) of whom shall be appointed by the GCCEA. This Committee may, by mutual consent, be expanded up to thirteen (13) members, provided, however, that a simple majority of these members shall be appointed by the GCCEA and the rest shall be appointed by the Board.

b. The CPSC shall meet at least once each month to discuss and study subjects relating to the educational processes at the College.

c. The CPSC is empowered to establish standing and ad hoc committees composed of faculty members, administrators and, by mutual consent of the parties to this contract, other interested parties from within the College to study and report upon agreed subjects.

d. All reports of the CPSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the CPSC. Upon completion of its study and report on a subject assigned to it, each ad hoc committee shall be considered dissolved, and once dissolved no ad hoc committee shall be reactivated except by action of the CPSC.

e. The CPSC shall submit its recommendations to the President of the College.

f. The President shall submit a written response to all CPSC recommendations within thirty (30) days indicating

approval or stating reasons for disapproval of the recommendation.

g. The clerical expenses of CPSC and its committees shall be borne by the Board. Agendas and items for discussion should be received by CPSC members three (3) working days prior to the meeting.

h. The parties agree that the CPSC and its committees serve in an advisory capacity only and that the failure of the Board or the President to place any of its recommendations into effect shall not constitute the basis of a grievance.

2. Divisional Governance

a. The faculty of each division may continue to develop rules, regulations, and procedures for self-government which are not in conflict with the law, Board policy and this Agreement in the following areas:

(1) Summer assignments

(2) Conference travel

(3) Faculty appointments

(4) Faculty evaluation

(5) Safety procedures

(6) Textbook selection

(7) Courses to which faculty are assigned and counselor assignments

(8) Specific courses to be offered

(9) Development of course proposals and course revisions

b. Rules, regulations, and procedures now in effect in these areas shall remain in full force and effect. All new or revised rules, regulations, and procedures in these areas and all proposed changes to them, shall be submitted to the faculty of the division affected thereby, and all such rules, regulations, and procedures and changes thereto which are approved by division faculty shall then be submitted to the President or his designee for approval. The President or his designee shall submit a written response to all such proposals within thirty (30) days, indicating approval or stating reasons for disapproval. Following the President's approval, they shall become effective.

c. Actions taken in accordance with divisional policies shall not be grieved (except as provided in Article IX, B-2). All rules, regulations, and procedures of each division shall be reviewed annually by the division chairman and the faculty.

N. Evaluation

1. The Division Chairman, consistent with approved divisional faculty policy, shall make recommendations for employment of new divisional faculty members. The decision of the Board with regard to initial employment shall be final.

2. Evaluation of probationary faculty members and recommendations concerning their continued employment or dismissal shall be processed by the Division Chairman consistent with approved divisional faculty policy. Written evaluation reports will be signed by the faculty member concerned and the appropriate Dean after a conference between the two. It is understood and agreed that the faculty member's signature merely acknowledges having read the report.

O. Field Trips

1. A field trip is defined as an organized group activity required by a faculty member to meet the educational objectives of his course and which requires a student group to leave the normally scheduled classroom or laboratory.

2. The College shall supply transportation for all such approved trips. Requests for field trips must be filed with and approved by the appropriate Division Chairman at least two (2) weeks prior to their scheduled occurrence.

P. Voting Rights in Dual Division Assignments

Any full-time faculty member who is assigned duties in more than one (1) division shall have full voting rights in the division in which he has the major portion of his load.

Q. Maximum Class Size

No class size at the College in 1971-72 and 1972-73 shall exceed that size set forth upon an official list without the written consent of the faculty member affected, which list has been agreed to be correct by the Board and the GCCEA. A copy of the official list shall be kept in the offices of the appropriate Deans and Division Chairmen and the office of the Vice President of the College and a copy thereof shall be given to the President of the GCCEA. Any additions to or changes in this list will be made through divisional governance procedures.

R. Club Sponsorships

Sponsorship of all student clubs and organizations shall be voluntary, and each sponsor shall be paid Fifty-five dollars ($55.00) per semester. This pay rate shall become effective with the second semester of the 1971-72 academic year.

ARTICLE XI.

Vacancies and Transfers

A. Vacancies

1. Whenever any vacancy shall occur in any professional position in the College, the Board shall publicize the same by giving written notice of such vacancy to the GCCEA and by providing for appropriate posting in the offices of the Division Chairmen, office of the Vice President and by publication in the College Bulletin, or other publication of general circulation among faculty members. Posting during the summer shall be in the Office of the Vice President and the faculty lounge. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days.

2. Any faculty member may apply for such vacancy. In filling such vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. A copy of the procedure for interviewing and otherwise judging the merits of applicants for such positions shall be given to all faculty members. The decision of the Board as to the filling of such vacancies shall, however, be final.

3. A list of all candidates for administrative positions who fulfill the job description shall be presented to an ad hoc advisory committee appointed by the CPSC so as to represent the various areas of the College affected by the appointment. The CPSC committee thus appointed may examine the credentials of any and all applicants on such list. However, the Board's decision as to the filling of such positions shall be final.

4. Whenever practicable, all applicants from the College for such positions shall be notified of the disposition of their applications by the President prior to the publication of the name of the successful applicant.

B. Transfers

1. Transfers shall be made only in the area of the faculty member's competence. Each faculty member's preference shall be honored whenever possible. Transfers and changes of assignment shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual faculty member will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interests of the College and the students. Faculty members will be given forty-five (45) days notice of involuntary transfers, and the reasons therefor if the faculty members so request, except that in those cases in

which the transfer must be made in less than forty-five (45) days, such notice will be given as time will allow. All involuntary transfers will be reviewed by the Office of the Vice President, and faculty members will be given an opportunity to state in writing the reasons for their objections to the transfer.

2. Faculty members shall be given an opportunity to apply, without giving reasons, for transfers to be effective the next academic year if their application is made by April 7, provided that if the application is made after April 7, the faculty member shall state the reasons for the transfer request, or if the request is for transfer to a particular division, the faculty member shall be obligated to state the specific reasons for the choice of such division. The Board will maintain in the Office of the Vice President a current list of vacancies in positions in the College until such vacancies are filled. If a faculty member requests a transfer under this Paragraph and is refused, he shall be notified in writing of the reasons therefor, if he so requests.

3. Faculty members may apply for transfers to be effective during the semester in which the application is made, provided that in such case the faculty member will be required to state the reasons for the transfer.

4. An involuntary transfer or the denial of a request for transfer may be challenged through the grievance procedure solely on the ground that the decision made was unreasonable.

ARTICLE XII.

Sick and Emergency Leave

A. Ten (10) days sick and emergency leave shall be credited annually to each faculty member on the first day of his employment year.

B. In the event that the service of any faculty member is interrupted by reason of discharge, termination, suspension or leave, and said faculty member has utilized more sick leave days than have been accumulated on a pro rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the faculty member at the time of interruption.

C. The total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.

1. No faculty member shall forfeit accumulated sick and emergency leave days during approved leaves of absence.

2. No faculty member shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article XIII, except as otherwise provided in said Article XIII. Sick and emergency leave accumulated prior to a leave of absence shall be credited upon return.

3. All accumulated sick and emergency leave shall automatically terminate on the date a faculty member ceases to be an employee of the Board.

D. Annual and accumulated sick and emergency leave days shall be used either for personal illness or emergencies, as defined below, provided that a faculty member shall not be eligible to use such days while on a leave of absence under Article XIII. All faculty members other than first year faculty members shall be credited with and be entitled to use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:

1. The faculty member notifies his Division Chairman that he will be unable to report because of personal illness or death or serious illness in his immediate family, and

2. Upon returning to his duties the faculty member complies with all of the requirements of this Article.

3. If a first year faculty member takes any sick and emergency leave during the first week of classes, the Board shall deduct the appropriate amount from his first paycheck; however, upon completion of a semester's obligations, he shall be reimbursed for those days.

E. The Board may request a doctor's certificate from a faculty member who uses illness as a reason for absence. Upon a faculty member's

return to work after an illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. In cases where a faculty member frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the Board.

F. Conditions for the use of emergency leave are as follows:

1. Leave for absence due to the death of a member of the immediate family shall be granted upon written recommendation of the Division Chairman for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.

2. Leave for absences of faculty members due to the serious illness of any person listed in Paragraph F(1) above shall be granted upon written recommendation of the Division Chairman for a period not to exceed five (5) working days. In case of quarantine, the time allotted shall be for the duration of the quarantine or for the accumulated sick and emergency leave days whichever is the shorter period of time.

3. When serious illness of a member of the family is immediately followed by death, the leave provided in Paragraph F(2) may be extended upon written recommendation of the Division Chairman, provided that the total thereof shall not exceed eight (8) working days.

4. Paid emergency leave days in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee.

G. An emergency leave form (Appendix G) shall be completed by the faculty member and submitted to the faculty member's Division Chairman upon return to his duties after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated sick and emergency leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee.

I. Any faculty member who is absent because of injury or disease, other than an assault covered in Article XVI, Paragraph D of this Agreement, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Workmen's Compensation Law and his regular salary.

J. Faculty members under contract for less than full time but three-fifths time or more will be allowed three-fifths the normal sick and emergency allowances provided above.

K. The Sick and Emergency Leave Committee shall consist of three (3) faculty members appointed by the GCCEA and three (3) persons

appointed by the Board. The Vice President or his substitute shall be an ex-officio member of the Committee entitled to vote only in the event of a tie. Committee meetings shall be scheduled by the Vice President or his designee. A quorum of the Committee shall consist of two (2) faculty members and two (2) members appointed by the Board.

L. The Board shall provide every faculty member by October 15 an accounting of his sick and emergency leave days accumulated.

M. Full-time summer session faculty shall accrue two (2) days of sick and emergency leave during the summer session; summer session faculty teaching less than full time shall accrue one (1) day of sick and emergency leave during the summer session. Sick and emergency leave days so accrued shall be added to the faculty member's accumulated sick and emergency leave on the first day of the summer session. Utilization of sick and emergency leave by those teaching during the summer session shall be subject to the same conditions as utilization during the regular academic year.

ARTICLE XIII.

Leaves of Absence

A. Voluntary and Involuntary Leaves

The Board, upon written request of the faculty member, may grant a leave of absence for a period not to exceed one (1) year, without pay, subject to renewal at the will of the Board, provided that without request leave of absence because of physical or mental disability may be granted by the Board for a period not to exceed one (1) year; provided further, that any faculty member on continuing contract so placed on leave of absence shall have a right to a hearing on such unrequested leave of absence in accordance with the provisions for hearing set forth in Paragraph C of Article IX, and any probationary faculty member shall have the right to a hearing on such unrequested leave of absence through the Fourth Level of the grievance procedure.

B. Extended Illness

Any faculty member on continuing contract whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years.

C. No approved leave of absence shall serve to terminate the rights of a faculty member to a continuing contract acquired prior to the granting of such leave of absence.

D. Personal Leave

1. Two (2) days of paid personal leave per academic year shall be granted annually to all full-time faculty members. Faculty members contracted for less than full time but three-fifths time or more will be granted one (1) day of paid personal leave. Substitute or part-time employees will not be eligible for any paid personal leave days.

2. It is agreed that paid personal leave days are provided for legitimate business, professional, and family obligations of a faculty member which cannot be met outside of his regular scheduled teaching assignment. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, dental appointments, religious holidays, college graduation exercises, honors convocations honoring the faculty member or members of his immediate family, and real estate transactions.

3. Application for paid personal leave shall, except in emergencies, be made to the Division Chairman at least three (3) days prior to the date of such leave on a form provided by the

Board which is attached hereto as Appendix E, which form shall require the faculty member to state at least in general language the reason for the personal leave. So long as the personal leave is consistent with the purposes of this Paragraph it shall automatically be granted. Faculty members taking personal leave for reasons other than specifically set forth herein, or not within the spirit of this Article, shall be subject to discipline.

E. Religious Holiday Leave

Three (3) days leave of absence without pay shall be granted to faculty members who wish to observe traditional and customary holidays.

F. Jury Duty and Court Service

1. When a faculty member is called for jury service, he shall give his Division Chairman notice, and he shall be given leave with pay. Any juror's fees received by the faculty member shall be paid to the Board.

2. When a faculty member is subpoenaed to serve as a witness in a court action involving the Board or arising out of his employment, he shall be given a leave of absence with pay for the time required for such court appearance.

3. Any witness fees, except expert witness fees, resulting from court service shall be paid to the Board.

G. Maternity Leave

1. A faculty member may be requested to take maternity leave without pay at any time after the fourth month of pregnancy. Such leave will be granted for a period of up to eighteen (18) months and provide for the faculty member's return to work at the beginning of a regular academic semester.

2. A faculty member shall not be reinstated until a medical report of the mother's physical fitness to return to regularly assigned duties has been submitted to the Personnel Office.

H. Military Leave

Leave for extended military service will be granted in accordance with the requirements of state law. Whenever a faculty member who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called to active service during his contractual year, he shall be paid the difference between his regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such allowance be less than he would receive for a comparable time worked for the Board, provided that the total period of such service does not exceed two (2) calendar weeks in any single

calendar year. Before such payment shall be made, the faculty member shall file in the Personnel Office a letter from his commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

I. Sabbatical Leave

Sabbatical leaves for study and/or research will be granted to two (2) percent of the members of the bargaining unit as calculated at the beginning of the first semester of each academic year.

1. Eligibility

Any faculty member shall be eligible for sabbatical leave provided that:

a. He has completed seven (7) equated years of service in the College within ten (10) consecutive years, and

b. He is employed by the Board or on study leave at the time when notice of intent to apply is given, and

c. He has not been granted a sabbatical leave during the previous seven (7) years.

2. Application Date

To be considered for sabbatical leave, a faculty member must submit in writing a notice of intent to apply for sabbatical leave to the Vice President no later than February 1 of the academic year immediately preceding the academic year for which sabbatical leave is requested, and an application for sabbatical leave must be submitted in writing to the Vice President no later than March 1 of such year. Such application shall clearly state the purposes for which the leave is being requested, the precise period of time for which the leave is requested, the qualifications of the applicant to receive such a leave, and such other information as may be required of this leave provision.

3. Sabbatical Review Board

A Sabbatical Review Board consisting of the Vice President and two (2) Deans appointed by the President and three (3) faculty members appointed by the GCCEA shall be established. The Sabbatical Review Board shall review all applications and shall on or before March 15 submit a ranked list of applicants indicating the Review Board's recommendations for granting sabbatical leaves and alternates in case of cancellations to the President. The President shall notify the successful applicants of his recommendations by March 31. Successful applicants must acknowledge their willingness to accept their leave by April 7. Failure to so notify the President shall void the application.

In determining who shall be recommended for sabbatical leave, the Review Board shall consider the following and such other factors as the Review Board shall deem pertinent:

a. The quality of the application and the value of the course of study to the College.

b. The contributions of the applicant to the College

c. The length of uninterrupted service to the College

4. Duration and Pay

A sabbatical leave may be granted for one semester at full pay or one (1) academic year, or the last semester of an academic year and the first semester of the following academic year at half pay. All insurance premiums provided by the Board under this Agreement shall be paid for the benefit of each faculty member while on sabbatical leave.

5. Return from Leave

Each faculty member who is granted sabbatical leave will be required to execute an agreement which shall provide that he return to the College upon termination of his leave and that he shall remain on the faculty for a period of two semesters, and that failing to do so, he will reimburse the Board for all salary and insurance premiums paid to or for the benefit of such faculty member while on sabbatical leave.

J. Study Leave

The Board may grant, upon application, leave of absence without pay not to exceed one (1) year for study; except that the Board, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the administration. Decision by the Board in granting or renewing such leave is final.

K. Professional Conferences

The Board shall encourage faculty members to attend professional meetings and conferences without loss of pay. The Board shall provide funds for expenses incurred by faculty members attending authorized professional meetings.

1. The Board shall establish and maintain a travel and conference fund using as a budget guideline an amount of at least fifty-five dollars ($55) per full-time faculty member, said funds to be allocated among the divisions according to the number of faculty members in each division.

2. The funds within the division shall be used in accordance with divisional conference travel policies established under Article X, Paragraph M-2a (2). The following shall serve as a

guide for the use of said funds:

a. The meeting or visit necessitating funds shall be directly related to the work of the faculty member.

b. The division faculty members shall devise an equitable method by which the use of these funds for professional conferences shall be determined.

3. The amount reimbursed to the individual faculty member shall be determined by the expenses incurred in approved travel and applicable college travel and expense policies.

4. Use of these funds shall be limited to faculty members only.

5. The faculty member who anticipates a professional absence must complete a Travel Request Form (Appendix H)) which will be submitted in accordance with his divisional policies for processing and recommendation at least five (5) working days before said absence. Failure to obtain authorization for absence may result in loss of pay for the period of absence.

6. The faculty member who is to be absent shall be responsible for making advance arrangements for his classes. The immediate supervisor must give approval to the arrangement made.

7. Advance reimbursement for travel funds approved shall be granted upon request of the faculty member.

L. Detached Service Leave

The Board may grant detached service leave with another school system, educational institution, or with an official governmental agency, including the Peace Corps. A faculty member who is on continuing contract and who is granted detached service leave shall not forfeit his right to a continuing contract.

M. Catastrophe Leave

1. When a natural catastrophe occurs, one (1) days leave per occurrence shall be granted without loss of pay, upon the approval of the Sick and Emergency Leave Committee. The meaning of "natural catastrophe" shall be limited to those conditions commonly termed "acts of God."

2. When a faculty member claims emergency leave by reasons of a natural catastrophe, he shall present his claim to the Sick and Emergency Leave Committee, as provided in this Article, and the Emergency Leave Committee's decision as to whether such leave shall be granted shall be final and not subject to the grievance procedure.

3. Any such leaves granted shall be deducted from the faculty member's accumulated sick and emergency leave.

N. Miscellaneous

1. Leaves of absence under this Article except for personal business, professional conference, military, religious holiday, jury duty and court service and catastrophe leaves shall be granted only after the completion of probationary services.

2. Faculty members on approved leaves of absence shall retain all credits toward sabbatical leave, sick and emergency leave, seniority, and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave except that faculty members on leave of absence for military service, detached service leave and sabbatical leave shall accrue years of service credit toward salary increments and toward terminal leave payments for the period of such leaves. The Board may approve, upon recommendation of the President, a year of service credit toward salary increments for faculty members who are on approved leave for study.

3. A faculty member returning from a leave of absence shall return to the position he left. If the position is no longer in existence, he shall have first choice of available positions for which he is qualified.

4. A faculty member on leave for one semester or more shall notify the Office of the Vice President in writing not less than sixty (60) days prior to the expiration of such leave whether he will return to employment. A faculty member not conforming to this requirement may have his employment terminated.

ARTICLE XIV.

Terminal Leave

A. A terminal leave payment of one hundred twenty-five dollars ($125.00) per year of service to the Flint Community Schools and/or College will be paid upon retirement thereafter to:

1. Any faculty member who retires at the end of the school year in which he attains age 65.

2. Any faculty member who has fifteen (15) years of service to the Flint Community Schools and/or College and who retires at the end of the school year in which he attains age 60, 61, 62, 63, or 64.

3. Any faculty member who retires after reaching age 55 who has fifteen (15) years of service to the Flint Community Schools and/or College if retirement is the result of ill health sufficient to qualify such faculty member for disability retirement under the Michigan Retirement System for Public School Employees Act.

B. Any faculty member who retires under the terms and conditions of Paragraph A, 1 shall receive five hundred dollars ($500.00) additional terminal pay if he has accumulated one hundred (100) unused earned sick and emergency leave days at the time of said retirement.

C. For the purposes of Paragraphs A 1 and A 2, the school year is defined as beginning on September 1 of any given year and ending August 31 of the following year.

D. Any faculty member who retires under the terms and conditions of Paragraph A 2 shall receive an additional ten dollars ($10) per day for each day of accumulated sick and emergency leave.

ARTICLE XV.

Insurance Protection

A. The Board shall provide, without cost to the faculty member, group life insurance protection which shall pay to the faculty member's designated beneficiary the sum of fifteen thousand dollars ($15,000.00) upon death and, in the event of accidental death, a sum not less than two (2) times that amount. Effective December 1, 1971, this coverage shall be increased to eighteen thousand dollars ($18,000.00).

B. The Board shall provide for each regular assigned full-time faculty member the entire premium for the year for the faculty member's Blue Cross-Blue Shield MVF-1-FC-SD Program, Michigan Education Association Super Med Program or for any employee organization insurance or program equivalent thereto approved by the Board for both the faculty member and his family. Effective December 1, 1971, the Blue Cross-Blue Shield program in effect shall be the MVF-2 Program plus Master Medical with $2.00 co-pay prescription drug coverage.

C. The Board shall provide, without cost to the faculty member, a long term disability plan to age 65 at 60% of salary for sickness or accident with a 30 working day waiting period.

D. In the event of disability as defined in the long term disability contract, the Board shall provide without cost to the faculty member, the coverage described in B above for as long as the disability lasts, but not exceeding two years from the inception of the disability.

E. Each faculty member who contracts to work less than full time but three-fifths time or more as defined in Paragraph A 3 of Article X is entitled to receive fringe benefits equal to three-fifths set forth in Paragraphs A, B, C, and D of this Article. Faculty members working less than three-fifths time and substitute faculty members are not entitled to benefits under this Article.

F. Details concerning the benefits listed above are contained in the Fringe Benefit Booklet.

ARTICLE XVI

Protection of Faculty Members

A. The Board hereby assures faculty members that it will put its full support behind the discipline procedures and policies hereafter recommended and adopted by the Board in matters of discipline. The administration and the faculty members recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, creed, color or religion. It is recognized and agreed that there is a continuing need to review discipline policies and procedures and to this end, the parties agree that the CPSC (as provided for in Section M of Article X) shall provide for ongoing study and review of such policies.

B. Any case of assault on a faculty member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the faculty member (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.

C. Complaints against faculty by a student or parent of a student.

1. If a complaint is received concerning a faculty member, the basic information and the complainant are to be referred to the appropriate division chairman who shall then inform the faculty member involved of the existence and nature of the complaint before proceeding. The division chairman may ascertain the validity of the complaint before informing the faculty member.

2. Any complaints directed toward a faculty member which become a matter of record shall be promptly called to the faculty member's attention.

3. Any complaint which is to become a matter of record must be written, dated, and signed by the complaining party (see Appendix I).

4. Such complaint of alleged misfeasance or malfeasance of duties must refer to actions of the faculty member done in the performance of his contractual duties.

5. The administration must evaluate said written complaint within ten (10) working days. Following such evaluation, the disposition of the complaint shall be discussed by the administration, or its representative, and the faculty member. As a result of such discussion, the administration shall either

   a. Dismiss the complaint and destroy it; or

   b. Admit the complaint, in which case the faculty member has the protection of the grievance procedure.

D. In the case of an assault by a student on a faculty member causing injury for which workmen's compensation is paid, the Board will pay the difference between workmen's compensation and the faculty member's regular salary for the period of disability, not to exceed three (3) years or the term of employment, whichever is the shorter period of time.

E. The Board will provide at least one security person at the College when classes and counseling or advising sessions are officially scheduled.

ARTICLE XVII

Discipline of Faculty Members

A. No faculty member shall be reprimanded, suspended with or without pay, demoted, discharged or otherwise disciplined without just cause. Just cause shall include but not be limited to incompetence and/or violation of the terms of this Agreement.

B. Discipline of faculty members shall be subject to the grievance procedure provided that:

1. As to probationary faculty members, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by law or this Agreement during the pendency of any grievance.

2. The discharge of probationary faculty members shall not be subject to arbitration.

3. The Board may not waive the hearing at the fourth level of the grievance procedure in matters of discharge of probationary faculty members.

ARTICLE XVIII

Grievance Procedure

A. Definitions

1. A grievance is a claim, by one or more faculty members, or the GCCEA of an improper application or interpretation of this Agreement or personnel policy as established from time to time, specifying the part of this Agreement or personnel policy which is claimed to be violated and the specifics of such violation.

2. The term faculty member includes any individual or group of individuals within the bargaining unit hereinbefore defined and covered by this Agreement.

3. The term days as used in this Article shall mean calendar days during both the academic year and summer session. During all recesses exceeding two consecutive days the processing of grievances shall be held in abeyance unless both parties agree to proceed. For the purposes of this Article, the weekend shall be considered a recess of two (2) days.

4. In this Article whenever the terms "Division Chairman, Director of Guidance, Dean and Board's Appeal Committee" are used they shall include their designee acting in their absence.

B. Purpose

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement or established personnel policy. Both parties agree that these proceedings shall be kept as confidential as may be appropriate to each level of the procedure.

C. Structure

Nothing herein contained shall be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without the intervention of the GCCEA if the adjustment is not inconsistent with the terms of this Agreement and the GCCEA has been given an opportunity to be present at such adjustment.

1. Any faculty member may be represented at the first and second levels of this procedure by a representative of the GCCEA, provided that, if the representative at the first level is not a member of the bargaining unit, the Division Chairman or Director of Guidance or designees will receive prior notice that such a representative will be present at any first level meeting.

2. The GCCEA Central Grievance Committee shall consist of no more than four persons selected by the GCCEA, who shall represent the GCCEA at the third, fourth and fifth levels of this procedure with no loss in pay.

3. The Board's Appeal Committee at the third level shall consist of the President, Vice President, and the Business Manager, or designees.

4. The faculty member(s) involved in a grievance has the right to be present at any level in the grievance procedure.

5. Insofar as practicable, grievance conferences and arbitration hearings will be scheduled so as not to interfere with the class or work schedule of faculty members whose presence will be required. However, faculty members who must interrupt scheduled assignments to give testimony shall not as a result suffer a loss of earnings. If a grievance is filed by a single faculty member, he shall have the right to be present at any level in the grievance procedure without loss in pay.

6. Counsel shall be permitted to attend and/or represent the GCCEA at any level.

D. Procedures

The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party.

1. Level One - Immediate Supervisor

a. A faculty member with a grievance may initiate this procedure in one of the following ways:

1) He may approach his Division Chairman or Director of Guidance and discuss the matter in his own behalf, or

2) He may request that a representative of the GCCEA accompany him in approaching his Division Chairman or Director of Guidance. In such case, the Chairman or Director shall not initiate any consultation with the grievant prior to any scheduled meeting at which a representative is to be present.

b. In the event that 1) or 2) are unsuccessful, or one of the parties to the grievance does not wish to use these steps, the faculty member may file a formal grievance in a form to be supplied by the GCCEA. The form shall be completed in triplicate, one copy for the grievant, one for the GCCEA and one for the Division Chairman or Director of Guidance. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after notice of the facts giving rise to the grievance came to the faculty member's attention.

c. Within seven (7) days of the filing of a formal grievance, a meeting shall take place between the Division Chairman or Director of Guidance, the grievant, and the GCCEA representative at a mutually agreed upon time. An answer to the grievance shall be given in writing within five (5) days.

2. Level Two - Dean

a. In the event the grievance is not satisfactorily resolved at Level One, the Grievance Committee will determine whether it believes the grievance has merit. Within five (5) days of receipt of the answer at Level One, it will notify the appropriate Dean whether it intends to process the grievance any further.

b. If the GCCEA gives notice that it desires to proceed with the grievance, a meeting will be held between representatives of the GCCEA and the appropriate Dean within seven (7) days of such notice and a written answer will be given within five (5) days thereafter.

3. Level Three - Board's Appeal Committee

If the grievance is not settled at Level Two, the GCCEA may, within five (5) days after said decision, notify the Chairman of the Board's Appeal Committee that it intends to appeal the grievance, stating the grounds for such appeal. The Chairman of the Board's Appeal Committee shall, within seven (7) days after receipt thereof, convene a third level meeting between the Grievance Committee and the Board's Appeal Committee, and a written decision, on or attached to the grievance, shall be rendered by the Board's Appeal Committee within five (5) days thereafter and shall be delivered to the GCCEA.

4. Level Four - Board of Trustees

If the grievance is not settled at Level Three above, it may be appealed to the Board by filing a written notice within five (5) days of receipt of the written answer at Level Three with the President, stating the grounds for appeal. The President will place the matter upon the agenda of a Board Committee of the Whole meeting occurring within the twenty-one (21) days following receipt of such notice and shall promptly notify the GCCEA of the date, time, and place where such appeal will be heard; provided that, the Board may determine that it does not wish to hear the grievance, in which case it shall give notice of this fact to the GCCEA which shall then be entitled to appeal directly to Level Five. The Board's written decision, on or attached to said grievance, shall be transmitted to the GCCEA by the President or his designee within seven (7) days after said hearing.

5. Level Five - Arbitration

a. Within seven (7) days of receipt of the answer at Level Four or of any notice that the Board has decided not to hold a Level Four hearing, the GCCEA may by notice request that the matter be submitted to arbitration.

b. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) days after notice is given, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall render his decision in writing and shall set forth his findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

c. The costs of any arbitration under this Article shall be divided equally between the Board and the GCCEA.

E. Miscellaneous

1. Copies of all written answers at any level of this procedure shall be given to the grievant and to the GCCEA Grievance Committee Chairman.

2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.

3. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

4. By mutual agreement a grievance may be initiated at any higher applicable level.

5. In order to minimize grievances, whenever a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit or any Division of the College, the parties may convene their professional negotiations teams to discuss the matter.

ARTICLE XIX

Miscellaneous Provisions

A. The Board agrees to make every reasonable effort to provide qualified substitute faculty members, and the faculty members shall be informed of a telephone number they may call to report unavailability for work. Faculty members shall report unavailability for work at the earliest possible time and shall make every effort to report no later than one hour before the faculty member's first class of the day.

B. This Agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual faculty members' contracts shall be made expressly subject to the terms of this Agreement.

C. Copies of the standard probationary, year to year, continuing, supplemental, and temporary contracts are hereto attached as Appendix F.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all faculty members now employed or hereafter employed by the Board.

E. Notices

1. All notices required to be given to the GCCEA by this Agreement shall be hand carried or mailed to the President of the GCCEA by registered mail, addressed to him at the address which he shall give to the Vice President of the College.

2. All notices required to be given to the Board by this Agreement shall be mailed to the Board by registered mail addressed to 1401 East Court Street, Flint, Michigan 48503, or to such other address as the Board shall from time to time direct in writing.

3. All notices to be given to a faculty member under this Agreement shall be mailed to his last address recorded in the Vice President's Office. It shall be the responsibility of faculty members to notify the Vice President's Office of any changes of address. The mailing of such notices shall not relieve the Board of the responsibility to post notices whenever required by this Agreement.

F. If any provision of this Agreement or any application of the Agreement to any faculty member or group of faculty members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the Bargaining Unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

H. No faculty member shall use his position in the College to his financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his students and their parents, by promoting his employment as a tutor for his assigned students, and by seeking employment as a private music teacher for his assigned students or by seeking any similar advantage. Nothing herein shall be construed to prohibit the use of textbooks, laboratory manuals, visual aids or other supplementary materials written, prepared or published by a faculty member for use by students at the College.

I. The Faculty Handbook shall be a collation of approved CPSC and Board Policies and shall include appropriate divisional policies approved in accordance with Article X, Paragraph M-2. The Faculty Handbook shall be updated and published by December 31 of each year.

J. For the purposes of salary, fringe benefits, terminal leave and staff reduction, the Flint K-12 service of faculty members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education shall be counted as service at the College. Faculty members who resign or otherwise terminate their employment shall no longer be entitled to such credits. Administrators returning to faculty status shall retain all such credits earned at the College.

ARTICLE XX

Duration

This Agreement shall be effective as of the 16th day of August, 1971, and continue in effect through the 15th day of August, 1973.

APPENDIX A

EXCLUDED from the Bargaining Unit are:

- President
- Vice President
- Dean of Student Personnel
- Dean of Technical Education
- Dean of Community Services
- Dean of Liberal Arts
- Director of Guidance
- Director of Student Activities
- Director of Admissions
- Business Manager
- Division Chairmen
- Registrar
- Director of Continuing Education
- Director of Bower Theater
- Director of College Relations
- Director of Dental Hygiene
- Director of Computer Center
- Assistant Director of Admissions
- Assistant Director of Student Activities
- Librarians
- Bookstore Manager
- Assistant Bookstore Manager
- Business Office Manager
- Cafeteria Manager
- Stockroom Supervisor
- Supervisor of Instructional Media
- Bower Theater Technicians
- Administrative Assistant to the President
- Substitutes other than regular instructors employed as substitutes
- All teaching personnel in the Community Services Division teaching courses of a duration of less than one semester or its hourly equivalent.
- Director of Financial Aids
- Director of Related Technical Instruction
- Director of Staff Personnel Services

APPENDIX B-1*

BOARD OF TRUSTEES, GENESEE COMMUNITY COLLEGE
FACULTY MEMBERS' SALARY SCHEDULE, 1971-72 (academic Year of 39 weeks)

Yrs. Exp.[a]	-BA	BA	BA + 15	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doc-torate
0	6600	8525	8925	9325	9725	10125	10325	10700	10800
1	6850	9100	9500	9900	10300	10500	10700	10900	11000
2	7110	9675	10075	10475	10675	10875	10975	11175	11475
3	7380	10250	10300	10650	10750	10950	11070	11370	11670
4	7660	10425	10575	10825	11005	11385	11685	11905	12185
5	7950	10740	10960	11080	11370	11775	11980	12180	12480
6	8250	10975	11205	11535	11845	12300	12500	12555	12655
7	8510[b]	11250	11600	12010	12340	12900	13100	13200	13500
8	8780[c]	11765	12035	12625	12975	13645	13800	13905	14300
9	9100	12215	12510	13440	13700	14100	14305	14555	14955
10	9300	12715	13025	14295	14700	15155	15200	15255	15355
11	9500	13250	13660	15400	15500	16300	16350	16400	16450

a. Up to 5 years credit shall be allowed for teaching or counseling experience in other school systems. For the purpose of computing this credit, up to 3 years military service will be considered the equivalent of 3 years outside experience. An additional 3 years of credit may be allowed to a maximum of eight years of credit for outside experience.

b. Maximum for (2) years training

c. Maximum for (2 1/2) years training

d. A $100 service increment shall be paid after 23 years of Flint Community School and/or Flint Community Junior College experience for faculty members at the Bachelor's degree level and above.

*The compensations provided for in this Appendix shall become effective November 15, 1971, and shall not be paid retroactively. Faculty members shall be compensated at their 1970-71 wage rates until the compensations listed in this Appendix become effective.

APPENDIX B-2

BOARD OF TRUSTEES, GENESEE COMMUNITY COLLEGE
FACULTY MEMBERS' SALARY SCHEDULE, 1972-73 (academic year of 39 weeks)

Yrs. Exp.[a]	-BA	BA	BA + 15	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doc-torate
0	7025	8525	8925	9325	9725	10125	10525	10925	11325
1	7325	9100	9500	9900	10300	10700	11100	11500	11900
2	7625	9675	10075	10475	10875	11275	11675	12075	12475
3	7925	10250	10650	11050	11450	11850	12250	12650	13050
4	8225	10825	11225	11625	12025	12425	12825	13225	13625
5	8525	11400	11800	12200	12600	13000	13400	13800	14200
6	8825	11975	12375	12775	13175	13575	13975	14375	14775
7	9125[b]	12550	12950	13350	13750	14150	14550	14950	15350
8	9425[c]	13125	13525	13925	14325	14725	15125	15525	15925
9	9725	13700	14100	14500	14900	15300	15700	16100	16500
10	10025	14275	14675	15075	15475	15875	16275	16675	17075
11				15650	16050	16450	16850	17250	17650

a. Up to 5 years credit shall be allowed for teaching or counseling experience in other school systems. For the purpose of computing this credit, up to 3 years military service will be considered the equivalent of 3 years outside experience. An additional 3 years of credit may be allowed to a maximum of 8 years of credit for outside experience.

b. Maximum for (2) years training

c. Maximum for (2 1/2) years training.

APPENDIX C

COACHING DIFFERENTIALS

	1971-72	1972-73
Baseball	1260	1355
Baseball, Asst.	555	595
Basketball	1575	1695
Basketball, Asst.	660	710
Cheerleading	370	400
Cross Country	685	735
Golf	685	735
Swimming	1210	1300
Tennis	685	735
Track	1260	1355
Wrestling	1000	1300
Clamor	1575	1695
Debate	525	565

Appendix D-1

GENESEE COMMUNITY COLLEGE

1971-72 Calendar

FALL SEMESTER

April 19-May 7, June 21-July 30		Registration for fall semester
August 19	Thursday	Fall semester begins
August 19	Thursday	Late registration for fall semester
August 20	Friday	Faculty meetings
August 23	Monday	Classes begin
August 23-24	Monday-Tuesday	Penalty Registration
August 27	Friday	Last day for withdrawal with full refund of tuition paid to date
September 3	Friday	Last day for withdrawal with refund of half the full semester's tuition
September 6	Monday	Labor Day Holiday--classes dismissed
October 11	Monday	Last day for class withdrawal without record
October 18	Monday	Mid-term grades due in division offices by 10 a.m.
November 8-December 10		Registration for spring semester
November 24	Wednesday	Thanksgiving recess begins (10 p.m.)
November 29	Monday	Thanksgiving recess ends (7 a.m.)
December 13-17	Monday-Friday	Final examinations
December 20	Monday	Final grades due in division offices by 4 p.m.
December 20	Monday	Christmas recess begins (4 p.m.)
January 4	Tuesday	Fall semester ends

SPRING SEMESTER

January 5	Wednesday	Christmas recess ends (7 a.m.)
January 5	Wednesday	Spring semester begins
January 5	Wednesday	Late registration
January 6	Thursday	Faculty meetings
January 7	Friday	Professional Day
January 10	Monday	Classes begin
January 10-11	Monday-Tuesday	Penalty Registration
January 14	Friday	Last day for withdrawal with full refund of tuition paid to date
January 21	Friday	Last day for withdrawal with refund of half the full semester's tuition
February 28	Monday	Last day for class withdrawal without record

March 6	Monday	Mid-term grades due in division offices by 10 a.m.
March 31	Friday	Spring recess begins (5 p.m.)
April 10	Monday	Spring recess ends (7 a.m.)
April 10-May 5		Registration for summer session
April 10-May 5		Registration for fall semester
May 8-12	Monday-Monday	Final examinations
May 16	Tuesday	Final grades due in division offices by 10 a.m.
May 18	Thursday	Honors and commencement convocation
May 18	Thursday	Spring semester ends

SUMMER SESSION

June 7-8	Wednesday-Thursday	Late registration for summer session (9 a.m. - 7 p.m.)
June 12	Monday	Classes begin
June 12-13	Monday-Tuesday	Penalty registration
June 19-July 28		Registration for fall semester
July 4	Tuesday	Independence Day Holiday--classes dismissed
August 2-3	Wednesday-Thursday	Final examinations
August 4	Friday	Final grades due in division offices by 4 p.m.
August 4	Friday	Summer session ends - 5 p.m.

Appendix D-2

GENESEE COMMUNITY COLLEGE

1972-73 Calendar

FALL SEMESTER

April 10-May 5, June 19-July 28		Registration for fall semester
August 23	Wednesday	Fall semester begins
August 23	Wednesday	Late registration for fall semester
August 24	Thursday	Faculty meetings
August 25	Friday	Course preparation day
August 28	Monday	Classes begin
August 28-29	Monday-Tuesday	Penalty registration
September 1	Friday	Last day for withdrawal with full refund of tuition paid to date
September 4	Monday	Labor Day holiday - classes dismissed
September 8	Friday	Last day for withdrawal with refund of half the full semester's tuition
October 16	Monday	Last day for class withdrawal without record
October 23	Monday	Mid-term grades due in division offices by 10 a.m.
November 6-December 13		Registration for spring semester
November 22	Wednesday	Thanksgiving recess begins (10 p.m.)
November 27	Monday	Thanksgiving recess ends (7 a.m.)
December 14-20	Thursday-Wednesday	Final examinations
December 22	Friday	Final grades due in division offices by 4 p.m.
December 22	Friday	Christmas recess begins (5 p.m.)
January 9	Tuesday	Fall semester ends

SPRING SEMESTER

January 10	Wednesday	Christmas recess ends (7 a.m.)
January 10	Wednesday	Spring semester begins
January 10	Wednesday	Late registration
January 11	Thursday	Faculty meetings
January 12	Friday	Course preparation day
January 15	Monday	Classes begin
January 15-16	Monday-Tuesday	Penalty registration
January 19	Friday	Last day for withdrawal with full refund of tuition paid to date
January 26	Friday	Last day for withdrawal with refund of half the full semester's tuition
March 5	Monday	Last day for class withdrawal without record
March 9	Friday	Mid-term grades due in division offices by 4 p.m.
March 9	Friday	Spring recess begins (5 p.m.)
March 19	Monday	Spring recess ends (7 a.m.)

April 9-May 11		Registration for summer session
April 9-May 11		Registration for fall semester
May 10-16	Thursday-Wednesday	Final examinations
May 18	Friday	Final grades due in division offices by 10 a.m.
May 22	Tuesday	Final faculty meeting
May 23	Wednesday	Honors and commencement convocation
May 23	Wednesday	Spring semester ends

SUMMER SESSION

June 13-14	Wednesday-Thursday	Late registration for summer session (9 a.m.-7 p.m.)
June 18	Monday	Classes begin
June 18-19	Monday-Tuesday	Penalty registration
June 25-August 3		Registration for fall semester
July 4	Wednesday	Independence Day holiday - classes dismissed
August 8-9	Wednesday-Thursday	Final examinations
August 10	Friday	Final grades due in division offices by 4 p.m.
August 10	Friday	Summer session ends 5 p.m.

Appendix E

PAID PERSONAL LEAVE FORM

GENESEE COMMUNITY COLLEGE

Date: _____

I, _____, a faculty member at Genesee Community College, hereby inform the "Board" that I shall take a paid personal leave day pursuant to the provisions of the Master Contract on _____, 19 ___ for the following reason: (Please check one)

( ) Medical

( ) Legal

( ) Religious

( ) College Graduation (other than GCC)

( ) Honors Convocation (other than GCC)

( ) Real Estate Transaction

( ) Other (If this square is checked, please state reason.)

_____

_____

_____

This will be the _____ (First 1/2 Day), _____ (First Full Day), _____ (Second 1/2 Day), _____ (Second Full Day) I have requested during this academic year. The half or full day requested ( ) is, ( ) is not, a day restricted for personal business use.

_____
Division Chairman

_____
Faculty Member's Signature

Appendix F-1

GENESEE COMMUNITY COLLEGE
PROBATIONARY FACULTY MEMBER'S CONTRACT

THIS AGREEMENT, Made this _____ day of _____ 19 ____ by and between the BOARD OF TRUSTEES of the GENESEE COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board," and _____, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.

2. QUALIFICATIONS. The Faculty Member represents that he has all the qualifications required by law to teach in the Genesee Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Genesee Community College, this contract shall terminate.

3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Genesee Community College for the school year beginning _____, 19____ and ending _____, 19____.

4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to teach in the Genesee Community College for the term of this contract and to perform such duties as shall be required of him by law and by the Board subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Faculty Member in the amount of $_____. The salary is to be paid in installments commencing _____. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Faculty Member.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof or ' and shall not be included in the subject of any continuing contract.

. PROBATIONARY STATUS. The Faculty Member is herewith retained on a probationary status as defined in the Master Contract. A continuing contract is not granted to the Faculty Member, but is specifically withheld pending satisfactory performance during the probationary period and the fulfillment of all of the requirements of the Master Contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

FACULTY MEMBER

Signature:_____

Present Address:_____

_____

City State Zip

Summer Address:_____

_____

City State Zip

BOARD OF TRUSTEES
GENESEE COMMUNITY COLLEGE
FLINT, MICHIGAN

By:_____
President (or designee)

Appendix F-2

GENESEE COMMUNITY COLLEGE

FACULTY MEMBER'S CONTINUING CONTRACT

THIS AGREEMENT, Made this _____ day of _____ 19____ by and between the BOARD OF TRUSTEES of the GENESEE COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board," and _____, hereinafter called the "Faculty Member":

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.

2. QUALIFICATIONS. The Faculty Member represents that he has all the qualifications required by law to teach in the Genesee Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Genesee Community College, this contract shall terminate.

3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Genesee Community College for the school year beginning _____, 19____ and continuing thereafter during each school year until this contract is terminated.

4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to perform the duties of a Faculty Member in the Genesee Community College required by law and by the Board subject to the provisions of the Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Faculty Member in the amount of $_____. The salary is to be paid in installments commencing _____. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Teacher.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in this continuing contract.

7. PUBLIC EMPLOYEES ACT. Both parties agree to obey the provisions of the Public Employees Act (Public Act 379 of 1965).

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

FACULTY MEMBER

Signature: _____

Present Address: _____

_____

City State Zip

Summer Address: _____

_____

City State Zip

BOARD OF TRUSTEES
GENESEE COMMUNITY COLLEGE
FLINT, MICHIGAN

By: _____
President (or designee)

Appendix F-3

GENESEE COMMUNITY COLLEGE

YEAR TO YEAR FACULTY CONTRACT

THIS AGREEMENT, Made this _____ day of _____ 19____ by and between the BOARD OF TRUSTEES of the GENESEE COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board," and _____, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.

2. QUALIFICATIONS. The Faculty Member represents that he has all the qualifications required by law to teach in the Genesee Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Genesee Community College, this contract shall terminate.

3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Genesee Community College for the school year beginning _____, 19____ and ending _____, 19___. This contract is for the foregoing period only and is renewable at the will of the Board.

4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to teach in the Genesee Community College for the term of this contract and to perform such duties as shall be required of him by law and by the Board subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Faculty Member in the amount of $_____. The salary is to be paid in installments commencing _____. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Faculty Member.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in the subject of any continuing contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

FACULTY MEMBER

Signature:_____

Present Address:_____

_____

City State Zip

Summer Address:_____

_____

City State Zip

BOARD OF TRUSTEES
GENESEE COMMUNITY COLLEGE
FLINT, MICHIGAN

By:_____
President (or designee)

Appendix F-4

GENESEE COMMUNITY COLLEGE

SUPPLEMENTAL SALARY CONTRACT

The Board of Trustees of Genesee Community College, Flint, Michigan will pay to:

_____ the sum of

$_____ for services performed in the following capacity _____,

_____.

Failure to perform the above service will result in a salary adjustment prior to the end of the school year.

It is specifically understood and agreed that the above supplemental service or compensation for this service shall be a period of one (1) year or a portion thereof only and shall not be included in any continuing contract.

GENESEE COMMUNITY COLLEGE
BOARD OF TRUSTEES

_____ President (Designee of The President)

_____ Staff Member

Appendix F-5

GENESEE COMMUNITY COLLEGE

TEMPORARY CONTRACT

The Board of Trustees of Genesee Community College, Flint, Michigan, will pay to:

_____the sum of $_____for services performed in the following capacity

_____

_____.

Failure to perform the above service will result in a salary adjustment prior to the end of the contracted agreement.

It is specifically understood that this agreement for compensation shall be within a period of one (1) year or a portion thereof and shall not be included in any continuing contract.

GENESEE COMMUNITY COLLEGE
BOARD OF TRUSTEES

_____ President
(Designee of the President)

_____ Staff Member

Appendix G

Supervisor to check one:

___Action required by
Emergency Leave Committee
___Action not required by
Emergency Leave Committee

Supervisor's initials_____

GENESEE COMMUNITY COLLEGE

Emergency Leave Application

(fill out in duplicate)
(attach to the appropriate Payroll)

Name_____Position_____ Date_____

Total Days of Absence for this Emergency_____Dates of Absence_____

Nature of the emergency (Use the back of page if necessary)

_____
Signature of Employee

Recommendation of Supervisor_____
_____

No. of days used for emergency leave
during the current year (from July 1
or September 1)_____

_____
Signature of Supervisor

To be filled out by the office of Staff Personnel Services and to be used only if the supervisor has checked that action is required by the Emergency Leave Committee.

To: Emergency Leave Committee

The above named employee has the following total number of sick and emergency leave days remaining at this date_____ _____.

Date_____

_____
Signature

To: Payroll Office

The following decision was made by the Emergency Leave Committee:

_____Requested Emergency Leave approved for _____ days

_____Requested Emergency Leave not approved, because_____
_____

Notice has been sent to employee's supervisor (check one) _____Yes_____no

Date_____

_____
Signature of Chairman of Committee

This form should be used for all requests to attend professional meetings. Three copies of this form should be filled out and submitted to the appropriate Dean ONE MONTH BEFORE THE DATE OF THE MEETING when possible.

NAME _____ DATE _____

Request Approval to Attend _____
(Name of Meeting)

To be held in _____ on _____
(City and State) (Date(s) of the Meeting

My part in the program _____

ITINERARY: Date and Time of Departure _____ ☐ a.m. ☐ p.m.
(Date)

Date and Time of Return _____ ☐ a.m. ☐ p.m.
(Date)

ESTIMATED EXPENSES:

Transportation (Indicate which type you plan to use)
Private Auto (_____miles @ $.12*) $_____
Train Fare $_____
Plane Fare $_____

Motel - No. of Nights _____ Single ($16) $_____
No. of Nights _____ Double ($12) $_____

Meals - ($10.00/day except one-day conferences) $_____

Registration Fee $_____

Other _____ $_____
(Please specify)

TOTAL $_____

Substitute

☐ will be needed _____
Subject(s) and Time(s)

☐ will not be needed

_____
Signature of person making request

Approved

With Expenses ☐
Without Expenses ☐

_____
Division Travel Committee Chairman

Not approved ☐

_____
Signature of Division Chairman

NOTE: Please submit one copy of conference program

_____
Signature of Dean

THE TRAVEL EXPENSE REPORT FOR THIS TRIP MUST BE ACCOMPANIED BY RECEIPTS FOR HOTEL OR MOTEL, TRIP FARE, AND REGISTRATION FEE.

*$.10 per mile until December 1, 1971.

APPENDIX I

STUDENT COMPLAINT FORM

Faculty Member Complained Against: _____

Specifics of Complaint: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Student or Parent

_____
Date

Disposition: _____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Dean

_____
Date

Appendix J

GENESEE COMMUNITY COLLEGE Sheet No._____

OFFICIAL DAILY TRAVEL LOG

Name_____ Division_____

Position_____

For Period From _____ Through _____

Date	Official Travel		Miles Traveled	Reason for Travel
	From	To		

BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

By Garfield Hagner Jr
Its Chairman

10-14-71
Date

GENESEE COMMUNITY COLLEGE
EDUCATION ASSOCIATION

By Russell C. Morcom
Its President

10-7-71
Date